



Signed and Filed: January 22, 2021

A handwritten signature in black ink, reading "Dennis Montali", is positioned above the judge's name.

DENNIS MONTALI  
U.S. Bankruptcy Judge

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**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

In re

BENJA INCORPORATED

Debtor.

Case No. 20-30819 DM

Chapter 11

**ORDER GRANTING TRUSTEE'S  
EX PARTE APPLICATION FOR  
AN ORDER PURSUANT TO RULE  
2004 FOR PRODUCTION OF  
DOCUMENTS AND  
EXAMINATION OF MHC  
FINANCIAL SERVICES, INC. and  
the MURPHY HOFFMAN  
COMPANY**

The Court having reviewed the Trustee's Ex Parte Application for an Order Pursuant to Rule 2004 for Production of Documents and Examination of MHC Financial Services, Inc. and Murphy Hoffman Company (the "Application"), and good cause appearing:

**IT IS ORDERED** that:

1. The Application is granted as provided herein.
2. MHC Financial Services, Inc. and the Murphy Hoffman Company (collectively "MHC") shall produce documents identified in Exhibit A attached hereto no later than 15 days from service of this Order.
3. MHC shall appear for an examination via video conference or such other method as may agreed upon by the Trustee and MHC at a mutually agreed upon date but not

1 later than 14 days after production of the documents as required above.

2 4. The Trustee may issue any process that he determines may be necessary in  
3 conjunction with this Order.

4 5. This Order applies in any converted case and the Chapter 7 trustee appointed in the  
5 converted case is authorized to take the examination and obtain the documents  
6 provided for in this Order without the need for a new application pursuant to Rule  
7 2004.

8 \*\* END OF ORDER \*\*  
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1 **EXHIBIT A**

2 **Instructions and Definitions**

3 A. **“Document”** and **“Documents”** shall have the same definition as contemplated by  
4 the Federal Rules of Civil Procedure 26 or 34, including, without limitation, all papers,  
5 writings, and records of every type and description, all written, recorded and graphic matter of  
6 every type and description, contracts, receipts, buy orders, canceled checks, drafts, invoices,  
7 statements, memoranda, corporate minutes, bulletins, intra- and interoffice communications,  
8 books of account, worksheets, desk diaries, appointment books, expense accounts, recordings,  
9 notes of conversations, notes of meetings and conferences, telegraphic communications, stock  
10 certificates, pamphlets, schedules, studies, books, computer printouts, reports, photographs,  
11 maps, charts, photographic records, tapes, transcriptions of tapes, and any other device or  
12 medium on or through which information of any type is transmitted, recorded, or preserved.  
13 The term “document” also encompasses all matters, instruments or other means of electronic  
14 storage or other forms of media, including e-mails and other electronically stored information.  
15 The term “document” also means every copy of a document where such copy is not an identical  
16 duplicate of the original.

17 B. The term **“Communication(s)”** or **“Communication(s)”** includes any contact,  
18 regardless of method between two or more persons, organizations, companies or other business  
19 entities, regardless of form, and shall include, without limitation, meetings, conferences,  
20 negotiations, telephone conversations, text messages or any other form of verbal or written  
21 exchange of information in the form of facts, ideas, inquiries, or otherwise.

22 C. The term **“MHC”** means MHC Financial Service, Inc. and the Murphy Hoffman  
23 Company, their officers, employees, directors, agents and anyone else acting on their behalf.

24 D. The term **“Debtor”** means Benja Incorporated and any of its officers, directors,  
25 shareholders, employees, agents, lawyers, as well as any related entities that are or were owned  
26 by Debtor and any predecessors or successors in interest, including EPHE Corp and any person  
27 acting on their behalf.  
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1 E. The term “**Chapin**” means Andrew Chapin and any of his employees, agents,  
2 lawyers or anyone acting on his behalf.

3 F. The “**Factoring Agreement**” means the Factoring Services Agreement dated March  
4 25, 2020 entered into between MHC and the Debtor, as amended.

5 **DOCUMENTS TO BE PRODUCED**

- 6 1. All Documents concerning any loans or advances made by MHC to the Debtor,  
7 including but not limited to, any agreements, correspondence, underwriting,  
8 advances and payments.
  - 9 2. All Communications regarding any loans or advances to the Debtor, including but  
10 not limited to, emails and text messages.
  - 11 3. All Documents concerning any repayment to MHC by the Debtor.
  - 12 4. All Communications with any third-party regarding the Debtor and any of its  
13 officers, directors or employees.
  - 14 5. All Communications with the Debtor or anyone acting on its behalf.
  - 15 6. All Communications with Chapin.
  - 16 7. All Communications with Thomas Goode.
  - 17 8. All Documents evidencing or otherwise relating to transfers made by the Debtor to  
18 MHC or for MHC’s benefit, of funds or other property of the Debtor, including but  
19 not limited to, checks, wire information and any Documents or Communications in  
20 connection therewith.
  - 21 9. Documents evidencing any demands for payment from the Debtor.
  - 22 10. All Communications with any creditor of the Debtor.
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**Court Service List:**

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